

BEFORE
THE PUBLIC SERVICE COMMISSION OF
SOUTH CAROLINA
DOCKET NO. 2019-44-E - ORDER NO. 2020-585
DECEMBER 1, 2020

IN RE: Application of Dominion Energy South Carolina, Incorporated (f/k/a South Carolina Electric & Gas Company) for Authority to Participate in a \$6 Billion Revolving Credit Facility) ORDER AUTHORIZING EXECUTION OF AMENDMENT TO REVOLVING CREDIT AGREEMENT
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This matter comes before the Public Service Commission of South Carolina (“Commission”) on the request of Dominion Energy South Carolina, Inc. (“DESC” or the “Company”) for authority to execute the First Amendment to the Fourth Amended and Restated Revolving Credit Agreement (“First Amendment”). DESC also requests authorization to execute any additional revisions to the First Amendment, provided that any additional revisions to the First Amendment are immaterial and do not adversely impact DESC. Authority to participate in the Fourth Amended and Restated Revolving Credit Agreement was granted by Order No. 2019-203 (“Order”), dated March 19, 2019. DESC states the First Amendment is necessary to remove Dominion Energy Gas Holdings, LLC (“DEGH”) as a borrower under the existing core credit facility, as a result of the proposed sale of DEGH to Berkshire Hathaway Energy Company.

The Company maintains this change is not expected to have any impact on the annual cost or availability of funds to DESC or impact its sublimit. The maturity date (March 20, 2023) and the maximum aggregate amount (\$6 billion) of the amended core

credit facility will remain the same as the existing core credit facility, and the sublimits for DESC and its other affiliates also will remain the same. The initial maximum amount previously available to DEGH will be reallocated to DESC's indirect parent, Dominion Energy, Inc. ("DEI"), resulting in a sub-limit of \$3.75 billion for DEI.

DESC further states that the First Amendment also includes changes prompted by the United Kingdom's withdrawal from the European Union, and by the potential that, commencing in 2022, the London interbank offered rate may no longer be available or may no longer be deemed an appropriate reference rate upon which to determine the interest rate on Eurodollar loans. Section 1.6 has been added to the core credit facility to address a particular aspect of Delaware law concerning the formation of business divisions, which would apply to the extent that another jurisdiction develops a similar law. DESC states these changes do not affect the economic terms of the core credit facility with regard to the Company.

DESC additionally informs the Commission that the First Amendment will be executed by DESC, DEI, DEGH, Virginia Electric and Power Company, Questar Gas Company, JPMorgan Chase Bank, N.A., the administrative agent and a lender, and the remaining lenders. The First Amendment will be effective upon the closing of the sale of DEGH. The First Amendment is expected to be granted by the lenders at no cost. To the extent any administrative fees are required, all costs will be borne by DEI and no costs will be borne by DESC.

The Office of Regulatory Staff ("ORS") has reviewed this matter and recommends approval of the request by DESC.

FINDINGS OF FACT

1. The First Amendment to the Fourth Amended and Restated Revolving Credit Agreement is necessary to remove DEGH as a borrower under the existing core credit facility, as a result of the proposed sale of DEGH to Berkshire Hathaway Energy Company.

2. This change is not expected to have any impact on the annual cost or availability of funds to DESC or impact its sublimit.

3. The First Amendment also includes changes prompted by the United Kingdom's withdrawal from the European Union, and by the potential that, commencing in 2022, the London interbank offered rate may no longer be available or may no longer be deemed an appropriate reference rate upon which to determine the interest rate on Eurodollar loans.

4. The First Amendment will be effective upon the closing of the sale of DEGH.

5. The maturity date (March 20, 2023) and the maximum aggregate amount (\$6 billion) of the amended core credit facility will remain the same as the existing core credit facility, and the sublimits for DESC and its other affiliates also will remain the same.

6. The initial maximum amount previously available to DEGH will be reallocated to DESC's indirect parent, Dominion Energy, Inc. ("DEI"), resulting in a sublimit of \$3.75 billion for DEI.

7. While the First Amendment is expected to be granted at no costs to DESC, DESC commits that to the extent any administrative fees or costs are required then all costs will be borne by DEI and no costs will be borne by DESC.

8. All other relevant facts as described in the body of this Order are incorporated into these findings of fact.

CONCLUSIONS OF LAW

1. The Application to participate in the Fourth Amended and Restated Revolving Credit Agreement was filed pursuant to S.C. Code Ann. § 58-27-1710 et seq. (2015) and S.C. Code Ann. Regs. 103-823 and 823.1 (2012).

2. Authority to participate in the Fourth Amended and Restated Revolving Credit Agreement was granted by Order No. 2019-203 dated March 19, 2019, in Docket No. 2019-44-E.

3. The First Amendment to the Fourth Amended and Restated Revolving Credit Agreement is a necessary extension of the authority granted by Order No. 2019-203 to reflect a change to the agreement by removal of DEGH as one of the borrowers.

IT IS THEREFORE ORDERED:

1. The First Amendment to the Fourth Amended and Restated Revolving Credit Agreement is necessary and approved for the reasons stated above, and a copy of the First Amendment is attached as Exhibit 1.

2. DESC is granted authority to execute the First Amendment to the Fourth Amendment and Restated Revolving Credit Agreement.

3. If additional revisions are made to the First Amendment (Exhibit 1) prior to execution by DESC, DESC must notify the Commission and the Office of Regulatory Staff of any additional revisions made to the First Amendment and provide an explanation of any revisions.

4. While the First Amendment to the Fourth Amended and Restated Revolving Credit Agreement is expected to be granted at no cost, should any administrative costs be required then no costs will be borne by DESC.

5. This Order shall remain in full force and effect until further order of the

Commission.

BY ORDER OF THE COMMISSION:




Justin T. Williams, Chairman
Public Service Commission
of South Carolina

FIRST AMENDMENT

FIRST AMENDMENT, dated as of [], 2020 (this "Amendment"), to the Fourth Amended and Restated Revolving Credit Agreement, dated as of March 22, 2019 (the "Credit Agreement"), among DOMINION ENERGY, INC., a Virginia corporation, VIRGINIA ELECTRIC AND POWER COMPANY, a Virginia corporation, DOMINION ENERGY GAS HOLDINGS, LLC, a Virginia limited liability company, QUESTAR GAS COMPANY, a Utah corporation, and DOMINION ENERGY SOUTH CAROLINA, INC. (f/k/a SOUTH CAROLINA ELECTRIC & GAS COMPANY), a South Carolina corporation (each of the above, individually, a "Borrower" and collectively, the "Borrowers"), the several banks and other financial institutions from time to time parties to this Credit Agreement (each a "Lender" and, collectively, the "Lenders"), JPMORGAN CHASE BANK, N.A., a national banking association, as administrative agent for the Lenders hereunder (in such capacity, the "Administrative Agent"), and the other agents party thereto.

WITNESSETH:

WHEREAS, the Borrowers and the Administrative Agent are parties to the Credit Agreement;

WHEREAS, the Borrowers have requested certain amendments to the Credit Agreement as set forth herein; and

WHEREAS, the Required Lenders are willing to consent to the requested amendments as set forth herein;

NOW THEREFORE, in consideration of the premises and the mutual covenants hereinafter set forth, the parties hereto hereby agree as follows:

1. Defined Terms. Capitalized terms used but not defined herein shall have the meanings assigned to such terms in the Credit Agreement.

2. Amended Credit Agreement. Effective as of the First Amendment Effective Date (as defined below), the Credit Agreement, including all exhibits and schedules thereto, shall be amended to read in its entirety as set forth in Exhibit A to this Amendment (as so amended, the "Amended Credit Agreement").

3. Closing and Effectiveness.

(a) Closing. This Amendment, other than Section 2 hereof, shall become effective on the date on which the following conditions precedent have been satisfied or waived (the "First Amendment Closing Date"):

(i) The Administrative Agent shall have received a counterpart of this Amendment duly executed and delivered by each Borrower and the Required Lenders.

(ii) No Default or Event of Default shall have occurred and be continuing on the First Amendment Closing Date.

(b) Effectiveness. The amendments to the Credit Agreement contained in Section 2 hereof shall become effective on the first date following the First Amendment Closing Date and

on or before June 30, 2021 (the “Outside Date”) on which the following conditions precedent have been satisfied or waived (the “First Amendment Effective Date”):

(i) The consummation of the acquisition of Dominion Energy Gas Holdings, LLC by Berkshire Hathaway Energy Company (or an affiliate thereof) pursuant to that certain Purchase and Sale Agreement, dated July 3, 2020, among Dominion Energy, Dominion Energy Questar Corporation and Berkshire Hathaway Energy Company.

(ii) No Loans or any other amount due and payable by Dominion Energy Gas Holdings, LLC under the Credit Documents shall remain outstanding.

(iii) No Default or Event of Default shall have occurred and be continuing on the First Amendment Effective Date.

For the avoidance of doubt, the First Amendment Effective Date can only occur on or before the Outside Date and any satisfaction of the preceding conditions after such date shall be of no force or effect, unless a later date is consented to in writing (including by email) by the Administrative Agent.

4. Miscellaneous.

(a) Representation and Warranties. To induce the Administrative Agent and the Lenders to enter into this Amendment, each Borrower hereby represents and warrants to the Administrative Agent and each Lender that:

(i) As of the First Amendment Closing Date, and after giving effect to this Amendment, each of the representations and warranties made by each Borrower in or pursuant to the Credit Documents is true and correct in all material respects as if made on and as of such date (it being understood and agreed that any representation or warranty that by its terms is made as of a specific date shall be required to be true and correct in all material respects only as of such specified date); provided, that any such representation and warranty that is qualified as to “materiality,” “Material Adverse Effect” or similar language is true and correct (after giving effect to any qualification therein) in all respects on such respective dates.

(ii) No Default or Event of Default has occurred and is continuing immediately prior to and after giving effect to this Amendment.

(iii) It (a) has the requisite corporate or limited liability company, as applicable, power and authority to execute, deliver and perform this Amendment and to incur the obligations under the Credit Agreement and the other Credit Documents as amended by this Amendment and (b) is duly authorized to, and has been authorized by all necessary corporate or limited liability company, as applicable, action, to execute, deliver and perform this Amendment.

(iv) This Amendment has been duly executed and delivered and constitutes a legal, valid and binding obligation of each Borrower enforceable against such Borrower in accordance with its terms, except as may be limited by bankruptcy or insolvency laws or similar laws affecting creditors’ rights generally or by general equitable principles.

(v) Neither the execution and delivery of this Amendment and the consummation of the transactions contemplated herein, nor the performance of and

compliance with the terms and provisions hereof by any Borrower will (a) violate or conflict with any provision of its articles or certificate of incorporation and bylaws or its articles of organization and operating agreement, as applicable, (b) violate, contravene or materially conflict with any law, regulation (including without limitation, Regulation U or Regulation X), order, writ, judgment, injunction, decree or permit applicable to it, (c) violate, contravene or materially conflict with contractual provisions of, or cause an event of default under, any indenture, loan agreement, mortgage, deed of trust, contract or other agreement or instrument to which it is a party or by which it may be bound, the violation of which would reasonably be expected to have a Material Adverse Effect or (d) result in or require the creation of any Lien upon or with respect to its properties.

(b) Effect. Except as expressly amended hereby, all of the representations, warranties, terms, covenants and conditions of the Credit Documents shall remain unchanged and not waived and shall continue to be in full force and effect. This Amendment constitutes a Credit Document under the Credit Agreement. It is the intent of the parties hereto, and the parties hereto agree, that this Amendment shall not constitute a novation of the Credit Agreement, any other Credit Document or any of the rights, obligations or liabilities thereunder.

(c) Counterparts. This Amendment may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but all of which shall constitute one and the same instrument. It shall not be necessary in making proof of this Amendment to produce or account for more than one such counterpart. Delivery of executed counterparts by facsimile or other electronic means (including by e-mail with a "pdf" copy thereof attached thereto) shall be effective as an original and shall constitute a representation that an original will be delivered. The words "execution," "signed," "signature," "delivery," and words of like import in or relating to this Amendment shall be deemed to include Electronic Signatures (as defined below), deliveries or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be. "Electronic Signatures" means any electronic symbol or process attached to, or associated with, any contract or other record and adopted by a person with the intent to sign, authenticate or accept such contract or record.

(d) Severability. If any provision of any of this Amendment is determined to be illegal, invalid or unenforceable, such provision shall be fully severable and the remaining provisions shall remain in full force and effect and shall be construed without giving effect to the illegal, invalid or unenforceable provisions.

(e) Entirety. This Amendment together with the other Credit Documents represent the entire agreement of the parties hereto and thereto, and supersede all prior agreements and understandings, oral or written, if any, including any commitment letters or correspondence relating to the Credit Documents or the transactions contemplated herein and therein.

(f) GOVERNING LAW. THIS AMENDMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK. Each Borrower irrevocably consents to the service of process out of any competent court in any action or proceeding brought in connection with this Amendment by the mailing of copies thereof by registered or certified mail, postage prepaid, to it at its address for notices pursuant to Section 12.1 of the Credit Agreement, such service to become effective 30

days after such mailing. Nothing herein shall affect the right of a Lender to serve process in any other manner permitted by law.

(g) CONSENT TO JURISDICTION; WAIVER OF JURY TRIAL. ALL THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY SUBMIT TO THE NONEXCLUSIVE JURISDICTION OF THE SUPREME COURT OF THE STATE OF NEW YORK SITTING IN NEW YORK COUNTY AND OF THE UNITED STATES DISTRICT COURT OF THE SOUTHERN DISTRICT OF NEW YORK, AND ANY APPELLATE COURT FROM ANY THEREOF, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AMENDMENT, OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT, AND EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH NEW YORK STATE OR, TO THE EXTENT PERMITTED BY LAW, IN SUCH FEDERAL COURT. ALL THE PARTIES HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE, TO THE FULLEST EXTENT IT MAY LEGALLY AND EFFECTIVELY DO SO, ANY OBJECTION WHICH IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY SUIT, ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AMENDMENT IN ANY COURT REFERRED TO ABOVE. EACH OF THE PARTIES TO THIS AMENDMENT HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AMENDMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

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IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed and delivered by their proper and duly authorized officers as of the day and year first above written.

DOMINION ENERGY, INC.

By: _____
Name:
Title:

VIRGINIA ELECTRIC AND POWER COMPANY

By: _____
Name:
Title:

DOMINION ENERGY GAS HOLDINGS, LLC

By: _____
Name:
Title:

QUESTAR GAS COMPANY

By: _____
Name:
Title:

DOMINION ENERGY SOUTH CAROLINA, INC.

By: _____
Name:
Title:

JPMORGAN CHASE BANK, N.A., as Administrative
Agent and Lender

By: _____
Name:
Title:

_____, as a Lender

By: _____

Name:

Title: